

C O N T R A C T
2010 Operation Releaf Fall Planting Project

This Agreement entered into this 18th day of October, 2010 by and between GardenArt, 5720 N CR 225 West, West Lafayette, Indiana (hereinafter called the "Contractor") and the City of West Lafayette (hereinafter called the "City").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and the Contractor agree as follows:

ARTICLE 1. Engagement.

The Contractor hereby agrees to provide, deliver and install trees per the attached spreadsheet and do all things necessary to complete the 2010 Operation Releaf Fall Planting Project in West Lafayette, Indiana.

ARTICLE 2. Scope of Work.

The work involves the delivery and installation of 123 trees as specified in the attached quote and specification package.

ARTICLE 3. Product of the Work.

The Contractor will have completed the terms of this contract when the above mentioned work has been completed in accordance with the specifications, all required documentation has been submitted to the City and the work and documentation have been approved by the City.

ARTICLE 4. Payment.

The City agrees to pay the Contractor Eighteen thousand four hundred fifty dollars and no cents (\$18,450.00). For payment an invoice must be submitted to the City in compliance with the City of West Lafayette's procedures. Partial payments will be made based upon the percentage of work completed and approved by the City. Payment will be made within thirty (30) days of submission of the invoice.

ARTICLE 5. Insurance and Bonding.

The Contractor shall have adequate insurance for this work. Insurance coverage must include workman's compensation, liability insurance, and indemnification. Contractor shall have proper bond with the City of West Lafayette.

ARTICLE 6. Termination of Agreement.

In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Agreement, or fails to proceed with or complete the work within the time limit specified in this Agreement, or if the provisions of this Agreement are otherwise violated by the Contractor, the City may send a written notice to the Contractor indicating he is in default of this Agreement. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease, the Contractor, by written notice, shall be declared in default, his right to proceed under the Agreement terminated, and the Agreement shall terminate.

ARTICLE 7. Indemnification.

The Contractor agrees to indemnify and hold harmless the City of West Lafayette and its officers, agents, officials, and employees from any and all claims, actions, causes of action, judgments, and in liens arising out of any act or omission by the Contractor or any of its officers, agents, employees, or subcontractors. Such indemnity shall include attorneys' fees, all costs, and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

ARTICLE 8. Enforcement.

Notwithstanding any term herein to the contrary, in the event litigation is commenced to enforce any term or condition of this agreement, the prevailing party shall be entitled to reasonable litigation costs including reasonable attorney fees.

ARTICLE 9. Severance.

The intent of the parties is that this Agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

ARTICLE 10. Contract Documents.

The contract documents include this Agreement, proof of insurance and contractor's quote. Said documents are hereby incorporated into and made part of the Agreement the same as if herein fully set forth.

ARTICLE 11. Records.

The Contractor will maintain proper records for review by the City.

ARTICLE 12. Date of Completion.

Work is to be substantially complete by November 30, 2010.

IN WITNESS WHEREOF, the Client and contractor have executed this agreement on the dates shown below.

City of West Lafayette

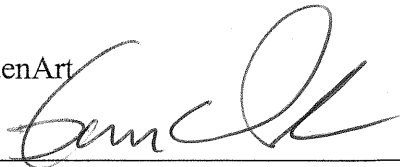
By: _____
Beverly Shaw/Greenspace Administrator

Date: _____

APPROVED:

DATE: _____

GardenArt

By:  _____
Dan Vawter, President

Date: 10/11/10

**CITY OF WEST LAFAYETTE
Board of Public Works and Safety**

John R. Dennis, Mayor

Sana G. Booker, Member

Bradley W. Marley, Member

Jonathan C. Speaker, Member

Elizabeth M. Stull, Member

Attest:

Judith C. Rhodes, Clerk-Treasurer

September 27, 2010

Re: Fall 2010 Operation Releaf Tree Project

This is to inform you that the city of West Lafayette is requesting quotes for the Fall 2010 Operation Releaf Tree Project. ***Sealed*** quotes must be submitted by 4 PM on Friday, Oct. 1 to:

Judith Rhodes, Clerk-Treasurer
City of West Lafayette
609 West Navajo Street
West Lafayette, IN 47906

Be sure to mark the outside of the envelope with Sealed Quote for 2010 Operation Releaf Tree Project. Quotes will be opened at the Board of Works meeting scheduled for 8:30 a.m. on Monday, October 4, 2010. A City purchase order will be issued to the contractor with the most responsive and responsible quote. The City reserves the right to waive any and all irregularities in the quote process and procedures.

Specifications for the material list are attached. Planting standards and general conditions are available at www.westlafayette.in.gov/departments/engineering (see the last pages of the Typical Construction Guidelines & Details). Please call our office if you require a copy.

- We require that the trees are planted with the root flare at soil level which means the top of the root ball must be excavated. We will be inspecting for this after planting. If you are not willing to do so, or if this voids your warranty, please elect not to quote on the project.
- The plant material will be planted in various locations in the City between the curb and the sidewalk. In a few instances, they will be immediately behind the sidewalk.
- Landscaper is responsible for all utility locates.
- The location of each tree will be marked on the ground before planting.
- Trees are 1.5" caliper, B&B, and must meet ANLA standards.
- Trees shall be mulched with a 3" layer of shredded hardwood bark mulch in a 3' circle.
- Trees will be staked with three stakes (available at no cost from the Parks Barn) following the guidelines in the city standards.
- Substitutions for specified plants will only be permitted with prior approval from the Greenspace Administrator.
- All quotes are to include costs of materials, installation and a guarantee of the material for one year from the completion of the entire project.
- Trees on Lindberg & Kalberer are part of memorial plantings. The first tree planted on each street will need to be scheduled and planted with members of the

community and the media present. The rest should be planted immediately thereafter.

- Work should be completed by November 30, 2010

On the enclosed quote form, please provide the unit price for each tree to add or deduct from the final price in the event of changes after quoting. The Contractor shall carry all necessary city insurance coverage and provide a certificate of insurance to the City of West Lafayette per the attached insurance requirements.

Please call with questions. Thank you!

Sincerely,

Beverly J. Shaw
Greenspace Administrator
Department of Development

CC: Judith Rhodes
Board of Works
Lynn Layden
Chandler Poole
Joe Payne
Eric Burns

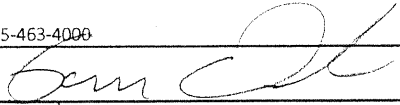
QUOTE FORM AND UNIT PRICES
2010 Operation Relief Fall Planting Project
BASE BID

Company Name: GardenArt

Address: 5720 N. CR 225 West

West Lafayette, IN 47906

Phone: 765-463-4000

Signature: 

Printed Name/Title: Dan Vawter, President

Each contractor shall complete this form. The total Base Bid amount should include the cost necessary to complete all work described by these documents including installation, mulching and staking. Unit prices shall apply to addition or deductions, by change order, to the contract as required/requested by the Owner.

BASE BID

Qty	Size/ Caliper	Common Name	Latin	Cost Each	Total	
1	1.5" B&B	State Street Maple	<i>Acer x myabei</i>	140.00	\$140.00	
1	1.5" B&B	Sugar Maple	<i>Acer sacharum 'Green Mountain'</i>	135.00	\$135.00	
4	1.5" B&B	Cumulus' Serviceberry, single-stem	<i>Amelanchier laevis 'Cumulus'</i>	135.00	\$540.00	
13	1.5" B&B	Hackberry	<i>Celtis occidentalis</i>	145.00	\$1,885.00	
21	1.5" B&B	Ginkgo	<i>Ginkgo biloba</i>	166.00	\$3,486.00	
27	1.5" B&B	Skyline Honeylocust	<i>Gleditsia 'Skyline'</i>	132.00	\$3,564.00	
17	1.5" B&B	Kentucky Coffeetree (male)	<i>Gymnocladus dioicus</i>	175.00	\$2,975.00	
5	1.5" B&B	Spring Snow Crabapples on 'Sproutfree' rootstock	<i>Malus 'Spring Snow' (sproutfree)</i>	125.00	\$625.00	
5	1.5" B&B	Ivory Silk Tree Lilac	<i>Syringa reticulata 'Ivory Silk'</i>	152.00	\$760.00	
1	1.5" B&B	Sterling Silver Linden	<i>Tilia tomentosa 'Sterling Silver'</i>	140.00	\$140.00	
28	1.5" B&B	Elm 'Frontier'	<i>Ulmus 'Frontier'</i>	150.00	\$4,200.00	
0						
0						
123		Total Base Bid			\$18,450.00	